EXHIBIT

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FRONTIER. Contract of Carriage

Effective Date: 12/15/13

CONTRACT OF CARRIAGE

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- G. Waiver/Modification of Terms No employee or authorized agent of the Airline has the authority to waive, modify, or alter any provisions of these terms of transportation or any applicable fares/charges unless authorized by a corporate officer of the Airline. Appointed agents and representatives are only authorized to sell tickets for air transportation on the Airline, pursuant to terms of transportation and applicable fares and/or charges. This rule supersedes any conflicting provisions contained in the Contract of Carriage.
- H. Remedies for Violation of Rules Where a ticket is purchased and used in violation of this Contract of Carriage or any fare rule (refer to <u>Rule 100 Tickets</u>), the Airline has the right, in its sole discretion, to take all actions permitted by law, including but not limited to the following:
 - 1) Invalidate the tickets
 - 2) Cancel any remaining portion of the passenger's itinerary
 - 3) Confiscate any unused portions of the ticket (not valid for refund)
 - 4) Refuse to board the passenger and to carry the passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding
 - 5) Assess the passenger for the actual value of the ticket which shall be the difference between the lowest fare applicable to the passenger's actual itinerary and the fare actually paid
 - 6) Take legal action with respect to the passenger
- Fares/Charges Specific fares and charges information is available through Frontier reservations offices and at <u>www.FlyFrontier.com</u>.

Rule 35 - Refusal to Transport

14 CFR 121.586(d)

Passengers may be refused transport or removed from a flight for the following reasons:

- A. Government Request To comply with any government regulation or with government requisition of space or request for emergency transportation in connection with national defense or natural disaster (actual, threatened or reported).
- B. Force Majeure Event In the event of a force majeure event, the Airline may, without notice, cancel, terminate, divert, postpone, or delay any flight or the right of carriage or reservation of traffic accommodations without liability.
- C. Property Search Refusal by a passenger to permit a search of person or property for explosives or for deadly or dangerous weapons, articles or substances.
- D. Identification Refusal by a passenger to produce identification (ID) upon request for the purpose of boarding an aircraft.

NOTE: Acceptable identification means a photo ID issued by a government authority or two other forms of ID, at least one of which must be issued by a government authority.

E. Passports/Visas – Failure of a passenger traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over or into which the passenger will fly. The Airline is not responsible for any failure or inability of a passenger to comply with government laws, regulations, orders, demands, and requirements, which are subject to change without notice. For any reason, such passenger's embarkation from, transit through or entry into any country from, through, or to which such passenger desires transportation would be unlawful.

Rule 35 - Refusal to Transport

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- F. Special Medical Requirements A passenger will be refused transport when he or she requires the following medical equipment or services, which either are not authorized or cannot be accommodated on the Airline's aircraft: medical oxygen for use on board the aircraft, incubators, respirators that must receive power from the aircraft's electrical power supply, or a person who must travel on a stretcher.
 - 1) Respiratory Devices
 - A respiratory device (e.g., ventilator, respirator, CPAP machine or Portable Oxygen Concentrator) is considered an assistive device and is permitted as carry-on or checked baggage at no charge.
 - b) A passenger should carry enough fully-charged batteries to power the device throughout the entire journey including all ground time (between connections), the duration of the flight and for unexpected delays.
 - c) All batteries must be transported in carry-on baggage and must be packaged in a manner that protects them from physical damage and short circuits.
 - d) Aircraft electrical outlets (plugs) are not available for use with any electronic device, including respiratory devices.
 - e) All respiratory devices intended for use onboard the aircraft must be approved by the FAA.
 - i. Respiratory devices including, but not limited to, ventilators, respirators or CPAP machines must have stickers indicating they meet FAA requirements and are safe for use onboard.
 - ii. Specific Portable Oxygen Concentrators (POCs) are approved by the FAA. Frontier allows only these POCs to be used on the aircraft. In addition, prior to traveling, a passenger must complete the Portable Oxygen Concentrator Medical Authorization form (30881) available on Frontier's website or obtain a medical statement from his/her physician addressing the points on the POC Medical Authorization form.

NOTE: Contact Frontier for approved POCs accepted for onboard transport and use (Ref: 14 CFR 121, SFAR No. 106).

- G. Qualified Individual with a Disability Qualified individuals with a disability will be transported in accordance with the conditions and requirements of 14 CFR 382 unless the carriage of such individuals may impair the safety of the flight or violate Federal Aviation Regulations. However, pursuant to 14 CFR 382.113, the Airline does not provide certain extensive inflight special services such as assistance in actual eating, assistance within the lavatory or at the individual's seat with elimination functions, or provision of medical services. Moreover, pursuant to 14 CFR 382.29, a qualified individual with a disability may be required to be accompanied by a safety assistant as a condition of being provided air transportation in any of the following circumstances:
 - When the individual, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from employees, including the required safety briefing.
 - 2) When the individual has a mobility impairment so severe that the individual is unable to assist in his/her own evacuation of the aircraft.
 - 3) When the individual has both severe hearing and severe vision impairments, if the individual cannot establish some means of communication with employees adequate to permit transmission of the required safety briefing.
 - 4) On the day of departure, if it is determined that an individual meeting the criteria of 1, 2 or 3 must travel with a safety assistant, contrary to the individual's self-assessment that he/she is capable of traveling independently, the safety assistant will not be charged to accompany the individual with a disability.

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Furthermore, if because there is not a seat available on a flight for a safety assistant, the individual with a disability having a confirmed reservation will be unable to travel on the flight. In this case such individual is eligible for denied boarding compensation under Rule 245 - Denied Boarding Compensation. For purposes of determining whether a seat is available for a safety assistant, the safety assistant is deemed to have checked in at the same time as the individual with the disability.

- H. Frontier accepts up to two "low risk" prisoners with hand restraints per flight.
 - If the flight is 4 hours or less, at least one armed or unarmed law enforcement officer must accompany up to two prisoners.
 - 2) If the flight is more than 4 hours, at least two armed or unarmed law enforcement officers must accompany up to two prisoners.
 - Frontier regional affiliates require one escort for every one prisoner.
- I. Comfort and Safety For reasons of comfort and safety, a passenger may be refused transport:
 - 1) Who is barefoot and over 5 years of age, unless they are required to be barefoot for medical reasons.
 - Who appears to be intoxicated or under the influence of drugs.
 - 3) Who has a communicable disease or infection that is known or reasonably believed to pose a direct threat to the health or safety of others in the course of flight. If a qualified individual with a disability with such communicable disease or infection presents a medical certificate (dated within 10 days of the date of the flight for which it is being presented) with specific conditions under which the individual can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight.
 - 4) Who is ill and cannot or refuses to provide a physician's written permission to fly.
 - 5) Who is unable to sit in an upright position during takeoff and landing with the seat belt fastened.
 - 6) Who refuses to obey instructions from an employee or crewmember.
 - 7) Who refuses to comply with instruction given by employees or representatives prohibiting the solicitation of items for sale or purchase, including airline tickets, passes, or travel award certificates.
 - 8) Who attempts or has attempted to interfere with any member of the flight crew in pursuit of their duties.
 - 9) Who, in the past, has disrupted airline operations, mistreated employees, or has not complied with the Airline's rules.
 - 10) Who is unwilling or unable to abide by the non-smoking rules (refer to Rule 99 Smoking).
 - 11) Who has intentionally committed a fraudulent act against the Airline.
 - 12) Whose conduct is or has been disorderly, abusive, violent, belligerent and/or irrational so as to be a hazard or potential hazard to employees or other passengers.
 - 13) Who fails or refuses to comply with the Airline's rules and regulations.
 - 14) Who wears or has on or about their persons concealed or unconcealed, deadly or dangerous weapons. However, passengers who meet qualifications and conditions established in 49 CFR 1544.219, Carriage of Accessible Weapons will be transported.
 - 15) Who, while in the custody of law enforcement personnel, whether or not the passenger is manacled, has resisted or may reasonably be believed capable of resisting his/her escort.

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NOTE:

The Airline is not liable for its refusal to transport any passenger in accordance with the circumstance listed above. However, the Airline will, at the request of the passenger, provide a refund in accordance with <u>Rule 260 - Involuntary Refunds</u>. The Airline also reserves the right to ban an individual from traveling for any of these offenses.

- J. Customer of Size The following policy applies to passengers traveling on aircraft configured with seats that have moveable center armrests.
 - 1) If, in the Airline's sole judgment, a passenger is unable to sit in an aircraft seat without lifting either armrest and occupying a portion of or the entire adjoining seat, or encroaching into the aisle, the passenger will be required to purchase a ticket for the additional seat. If no flights in the itinerary are oversold (i.e., the denied boarding of at least one confirmed, revenue passenger), the passenger will, upon request to the applicable Customer Relations department, receive a refund of the ticket for the additional purchased seat after travel has been completed.
 - 2) If the flight is full, volunteers will be solicited to relinquish their seat. If no volunteers are received, the customer of size will be accommodated on an alternate flight.
 - 3) When a customer of size purchases a ticket for an additional seat, it will be sold to the passenger at the lowest available fare or at the same fare as the first ticket the passenger purchased for the flight, whichever is less.
- K. International Check-In Restrictions Passengers traveling into or out of a foreign country are advised to arrive at the ticket counter with their baggage no less than 60 minutes prior to departure. Every effort will be made to accommodate passengers who do not present themselves one or more hours prior to departure; however, due to international travel requirements, the passenger may be refused travel.
- L. Allergy (Peanut, Pet, or Chemical) Items are not removed from the aircraft to accommodate a passenger's allergy to a particular food, substance, or chemical. A variety of snacks are served on board many flights, including products that may contain peanuts or other nuts. A "peanut-free" or "chemical-free" environment cannot be provided to passengers onboard the aircraft. Consult a healthcare professional regarding risks of onboard exposure to any allergen.

Rule 40 - Electronic Surveillance of Passengers and Baggage

Passengers and their baggage are subject to inspection with an electronic detector, with or without the passenger's consent or knowledge.

Rule 45 - Administrative Formalities – Passports, Visas, and Tourist Cards

A. Compliance with Regulations – The passenger shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of the Airline. The Airline is not liable for any aid or information given by any agent or employee to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

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